The insured under an accident insurance policy requiring immediate notice is not under a duty to give notice until he personally, *Liability Assur. Corp.* v. *Lumber Co.* (1916) 111 Miss. 759, 72 So. 152; see *Christatos* v. *New England Casualty Co.* (1916) 95 Misc. 534, 159 N. Y. Supp. 700, or his superintendent, manager or foreman, *Woolverton* v. *Fidelity Casualty Co.* (1907) 190 N. Y. 41, 82 N. E. 745; *Northwestern T. E. Co.* v. *Maryland C. Co.* (1902) 86 Minn. 467, 90 N. W. 1110, has or by the exercise of due diligence would have knowledge of the accident; and then he has a reasonable time in which to investigate and give notice. *Mandell* v. *Fidelity & Casualty Co.* (1898) 170 Mass. 173, 49 N. E. 110; see *Jefferson Realty Co.* v. *Emp. Liability Cor.* (1912) 149 Ky. 741, 149 S. W. 1011; *Barclay* v. *London Co.* (1909) 46 Colo. 558, 105 Pac. 865. What is a reasonable time is for the jury to decide, unless the delay has been so great that the court may rule it as a matter of law. 5 Joyce, Insurance (2nd ed.) 5500. The giving of notice within a reasonable time is a condition precedent to the insurer's liability, *Hagstrom* v. *American Fidelity Co.* (Minn. 1917) 163 N. W. 670; *Box Co. v. Insurance Co.* (1913) 170 Mo. App. 361, 156 S. W. 740, but whether notice must be given when the insured reasonably believes that the injury is trivial is a disputed point. Some courts, construing the contract strictly, hold that the insured must give immediate notice however slight the injury, *McCarthy* v. *Rendle* (Mass. 1918) 119 N. E. 188; *Aronson* v. *Frankfort Ins. Co.* (1908) 9 Cal. App. 473, 99 Pac. 537; *Cassel* v. *Lancashire Ins. Co.* (1885) 1 T. L. R. 495, and if the insured, believing the accident trivial, elects not to give notice, he thereby assumes the risk and relieves the insurer of liability. *Forbes Cartage Co.* v. *Frankfort Ins. Co.* (1915) 195 Ill. App. 75. Other courts, interpreting the policy more liberally, in line with the usual rule as to insurance policies, *cf.* 2 Wharton, Contracts §670; *Allen* v. *Ins. Co.* (1881) 85 N. Y. 473, require notice only of those accidents which to a reasonable man would seem likely to give rise to a claim for damages, holding that the parties did not contemplate and it would be unreasonable to require notice of every trivial happening. *The Employers' Liability Assurance Corp.* v. *Roehm* (1919) 99 Ohio St. 343, 124 N. E. 223; *Chapin* v. *Ocean Accident & Guarantee Corp.* (1914) 96 Neb. 213, 147 N. W. 465; *Lucas* v. *New Amsterdam Casualty Co.* (1916) 97 Misc. 618, 162 N. Y. Supp. 191. It is submitted that the instant cases follow the better line of reasoning.

INSURANCE—INDEMNITY—OPERATION OF AUTOMOBILE IN VIOLATION OF STATUTE.—D agreed to indemnify P against "any loss or expense on account of bodily injuries accidentally suffered by any person through maintenance, use or loading" of P's automobile. In violation of the Highway Law, N. Y. Consol. Laws c. 25, § 282(2) (Laws of 1910 c. 374, § 1), P committed a misdemeanor, N. Y. Consol. Laws, *supra,* §290, by intrusting his automobile to an infant who injured X, who, in turn, recovered damages from P. *Held,* two

judges dissenting, P was entitled to indemnity from D because the risks insured against were not the consequences of illegal acts, but of accidents. *Messersmith* v. *Am. Fidelity Co.* (1919) 187 App. Div. 35, 175 N. Y. Supp. 169.

The rule is axiomatic that a contract calling for the performance, *Hart* v. *City Theatres Co.* (1915) 215 N. Y. 322, 109 N. E. 497; *McMullen* v. *Hoffman* (1899) 174 U. S. 639, 43 Sup. Ct. 1117, or indemnity for the consequences of illegal acts, Pollock, Contracts (3rd Am. ed.) 495 n. 54, is void. But, to apply this rule, the vice must be part and parcel of the agreement, not merely incidental or collateral to it. See *Armstrong* v. *American Exchange Bank* (1890) 133 U. S. 433, 33 Sup. Ct. 747. For example, substantial authority holds that mere knowledge of the vendor that the vendee intends to make an illegal use of the property is no defense to an action for the price, Pollock, *op. cit.* 485 n. 42, unless the vendor participates in the illegal act, Pollock, *op. cit.* 486 ¶5, or the contract contemplates the performance of that which is *malum in se* or *malum prohibitum*. See *Tracy* v. *Talmage* (1856) 14 N. Y. 162, 179. Likewise, an incidental illegal act, done without the concurrence of the assured on a legal adventure will not impair a marine insurance policy, Richards, Insurance (3rd ed.) 240, nor will a fire insurance policy on liquors, the sale of which is prohibited, be avoided on this account; *Mechanics' Ins. Co.* v. *Hoover Distilling Co.* (C. C. A. 1910) 182 Fed. 590; but indemnity against fine or forfeiture for such illegal sale would not be enforced; see *Niagara Ins. Co.* v. *De Graff* (1863) 12 Mich. 124, which dictum closely resembles the instant case. The insurer bears all risk arising from the "maintenance and use" of the assured's automobile. Such comprehensive language includes loss resulting from his violation of statute. Unlike fire insurance, which indemnifies notwithstanding any degree of carelessness occasioning loss, see *Columbia Ins. Co.* v. *Lawrence* (1836) 35 U. S. 507, the policy in the instant case partly aims to protect the holder from the consequences of breaking the law, transferring such liability to an indemnity company, and thus removing an effectual deterrent to reckless driving—fear of liability in tort. Therefore, it seems that the majority opinion fails to note that the indemnity policy encourages the very conduct which the Highway Law was framed to prevent. Analogy and sound policy run counter to this decision and deny recovery.

JURY—DELIBERATIONS—TESTIMONY OF FELLOW JURORS.—In proceedings, after acquittal of the defendant, against a petit juror for criminal contempt of court in expressions of personal knowledge during retirement, after disclaimer of such knowledge on examination, *held,* two judges dissenting, there was no error in receiving the testimony of other jurors concerning the deliberations of the jury, since there was no attack on the verdict. *Matter of Nunns* (N. Y. App. Div. 2nd Dept. 1919) 61 N. Y. L. J. 1531.

For a juror to bring his personal knowledge of a fact in contro-